

# Exhibit I



October 6, 2017

**Kenneth D. Curry Jr.**  
**Principal**  
**KDC CONSULTING LLC**  
**120 Crown Chase Drive**  
**Stockbridge, GA 30281**

**Re: Master Independent Contractor Agreement**

**Dear Kenneth D. Curry,**

This letter serves as the Shared Professional Services Master Agreement ("Master Agreement") between **KDC CONSULTING LLC** ("KDC", "contractor") and GRC Solutions ("GRC" or "the Firm") for our mutual benefit. It proposes the following terms and conditions outlining our relationship going forward, and will become effective on **October 2, 2017**, or another mutually agreed date:

**Duties**

- KDC will be engaged by GRC to perform consulting services on an "as needed" basis as an independent contractor; that is, KDC services will be contracted for specific work not as an employee, partner, agent of, or joint venture with the Firm for any purpose. Employees of KDC shall not be entitled to any benefits accorded to GRC's employees. KDC shall have the responsibility for payment of workers' compensation, disability benefits and unemployment insurance and for withholding or paying all employment-related taxes for any all compensation paid to employees of KDC.
- Duties and services may be amended in writing from time to time, and additional services may be presented or supplemented with subsequent estimates for services to be rendered by KDC and agreed to by the Firm, via an addendum to this Master Agreement.
- KDC will be given advance notice of a specific project which is to begin, the expected duration of said project, the nature of the work, specific role in the project, and the rate of pay for said project. This information will be communicated in writing in an addendum to this master Agreement.
- This Agreement is not intended to guarantee any minimum number of projects or billable hours. Our mutual commitment is limited to these periodic engagements only.
- Employees of KDC will present themselves to GRC clients ("Client") as having been contracted by GRC to perform the specific services delineated herein and any addendums.
- KDC hereby agrees to indemnify and hold GRC harmless from any claims, losses, costs, fees, liabilities, damages or injuries suffered by GRC arising out of KDC's failure or negligence with respect to KDC's obligations hereunder.

**Compensation**

- For each hour for which KDC provides services hereunder, KDC shall be paid at a professional hourly rate as agreed upon per assignment pursuant to the addendum. It is expected that a KDC consultant's hours will vary based upon the assigned project, but in most instances should not exceed forty (40) hours per week per individual unless otherwise noted.



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- KDC will have the opportunity to decline any assigned project; however, GRC is under no obligation to provide alternative work to KDC. KDC will provide as much notice as possible of any periods during which KDC is not available for work so that it can be rescheduled.
- We will invoice our Client for services performed and in turn KDC will invoice us directly for services performed on behalf of GRC. Such invoices may be payable semi-monthly but no later than 30 days from receipt of them. In addition, and as a condition of payment, employees contracted from KDC will complete and provide us with GRC timesheets (through our portal) on a weekly basis for each project on which KDC contractors are engaged.
- KDC contractors shall be paid in accordance with GRC's standard payment schedule and only if payment is actually made by the Client to GRC for the services KDC performs. In addition, GRC may withhold payment to KDC if the Client or project leader (i) refuses to sign KDC's GRC Timesheets; or (ii) refuses to pay GRC because KDC's performance is deemed unsatisfactory.
- The Firm shall not be responsible for withholding taxes with respect to KDC compensation, as KDC remains responsible for making all required tax payments. KDC hereby agrees that GRC shall not be required to pay or reimburse KDC for any taxes incurred as a result of the transactions contemplated hereby. KDC further agrees to indemnify and hold GRC harmless from any claims of tax liability claims that may arise from or relate to this Agreement from any Federal, State or local government agency for failure to withhold any taxes or pay any type of payroll taxes, unemployment insurance or worker's compensation and other similar liabilities, whether or not required to be withheld from amounts paid to KDC contractors engaged by GRC, and KDC shall be responsible to pay and satisfy any and all such claims or judgments related to such liabilities.
- KDC shall have the responsibility for payment of workers' compensation, disability benefits and unemployment insurance and for withholding or paying all employment-related taxes for any all compensation paid to KDC contractors engaged by GRC.
- KDC will have no claim against the Firm for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

#### **Term of Agreement**

- This engagement shall commence upon execution of this Master Agreement and shall continue in full force and effect until such time as terminated by either party in accordance with this Master Agreement.
- Engagement under this agreement is subject to verification of the employment and reference information KDC has provided for contractors to be engaged via a background check.

#### **General Terms of Service**

- **KDC agrees to provide proof of professional liability and workers compensation coverage for KDC's corporate entity within 30 days of execution of this Agreement, and annually thereafter as long as this Agreement remains in effect and an independent contractor relationship exists.**
- KDC will accept responsibility in meeting the Client's project schedule within agreed upon budgeted hours. Such budgeted hours shall be discussed and approved prior to the commencement of any work. KDC will advise us promptly if circumstances develop that require KDC to extend the work beyond the budgeted hours.



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- KDC will be responsible for completing the agreed upon work procedures, consistent with existing methodologies and formats as required by the Client.
- Upon completion, all work performed including any modifications shall be submitted for review and approval to the project leader, who will then be responsible for submitting work to the Client.

### **Confidentiality**

- KDC understands that any and all confidential and proprietary information accessed or made available to KDC during the performance of KDC's work are the property of the Firm, and will remain so even beyond the term of this Agreement. Confidential and Proprietary Information is defined as any information received from the Firm or the Firm's Clients or Affiliates which is confidential or proprietary or which may constitute trade secrets of the Firm and which 1) has not been disclosed publicly by the Firm, 2) is otherwise not a matter of public knowledge, or 3) is a matter of public knowledge but which KDC has reason to know became a matter of public knowledge through an unauthorized disclosure. Proprietary or confidential information shall include information which has been developed or used by the Firm and is unique to the Firm, the unauthorized disclosure of which would reduce the value of such information to the Firm. This includes any information which relates to GRC's business, products, processes, services, or trade secrets, including, but not limited to, information related to concepts, ideas, financial, accounting, computer programs, techniques, proposals, business plans, products under development, the Firm's Client lists and any confidential information about (or provided by) any Client or prospective or former Client of the Firm, and any written material referring or relating to legal or regulatory matters. It also includes any information related to Client business, including, but not limited to, project requirements, forecasts, marketing, selling, audit and analysis results and the documentation thereof, and all data and information relating to our client's customers provided to GRC in the performance of services. It is understood that none of KDC's own proprietary files, records, documents or other materials shall constitute confidential information.
- KDC agrees to hold any Confidential Information in strict confidence and will exercise a reasonable degree of care to prevent disclosure, either direct or indirect, to any third party, including, without limitation, GRC Affiliates, Subcontractors, Consultants, Clients, Clients' customers, or Competitors without the Firm's prior written consent.
- Any and all inventions, discoveries, developments, processes, methodologies and innovations conceived by KDC during this engagement relative to the duties under this Agreement shall be the exclusive property of the Firm; and KDC hereby assigns all right, title, and interest in the same to the Firm. Any and all inventions, discoveries, developments, processes, methodologies and innovations conceived by KDC prior to the term of this Agreement and utilized in rendering duties to the Firm are hereby licensed to the Firm for use in its operations.
- Contractor agrees that during and following the period of this agreement contractor shall not solicit current affiliates, employees and clients of the Firm to leave the Firm's affiliation, employ or engagement for a position with contractor or that materially benefits contractor.
- Upon termination of each engagement or of this agreement, contractor agrees that all Firm property in contractor's possession will remain with or be immediately returned to the Firm, and that there will be no further access to premises of the Firm or the Firm's client(s) or use of the Firm's or the Firm's client(s) electronic resources.
- Contractor agrees that any digital information, software or system to which the contractor has been given access during the course of the work will not be deleted, altered and/or manipulated



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for purposes not included in the scope of work or in a way that compromises or endangers the integrity of critical business records of GRC or our clients.

**Conflicts of Interest; Non-Hire**

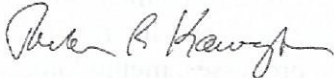
- KDC represents that KDC is free to enter into this Agreement and that this engagement does not violate the terms of any Agreement between KDC and any third party.
- During the term of this Agreement, KDC shall devote as much of KDC's contracted time, energy and abilities to the performance of duties hereunder as is necessary to perform the required duties in a timely and productive manner. Notwithstanding the foregoing, KDC may, to the extent consistent with this Master Agreement, provide services to others and through any other person or entity during those times KDC are not performing work under this Master Agreement.
- Further, in performance of services, KDC will not utilize any invention, discovery, development, improvement, innovation, or trade secret in which KDC does not have a proprietary interest.

**Other**

- Either party may terminate this Agreement with 30 days written notice. However, GRC may terminate this Master Agreement or any addendum thereto immediately, without notice, (i) for cause, (ii) upon a breach of any provision of the Master Agreement, (iii) if the client requests KDC contractor's removal, (iv) upon completion of services, (v) upon termination of any addendum, or (vi) upon the depletion of the funds provided by the client to pay for the services rendered hereunder.
- It is understood that all Clients either serviced directly by KDC or referred by KDC on behalf of the Firm will be considered Clients of the Firm and subject to all the clauses contained in this Agreement.
- This letter is not intended to cover all aspects of this arrangement. Should a circumstance arise which is not covered in this document, GRC reserves the right to address it separately.
- This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of New Jersey.

We look forward to building a strong working relationship with KDC.

Very truly yours,



Theodore Kawoczka for GRC Solutions

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To: GRC Solutions

The foregoing letter describes and constitutes the Master Independent Contractor Agreement between GRC and **KDC CONSULTING LLC** and is accepted.

10/7/2017  
Date

  
for **KDC CONSULTING LLC**